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 SCHINDEL, FARMAN, LIPSIUS  
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 Attorneys for Defendants, AZ Container Freight  
 Station, Inc.

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

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THE HARTFORD FINANCIAL SERVICES	:	Civil Action No.:
GROUP, as subrogee of DM FRAGRANCES AND	:	07 CIV 8775 (Judge Castel)
COSMETICS,	:	
	:	
Plaintiffs,	:	
	:	
-against-	:	<b>ANSWER TO</b>
	:	<b>C&amp;G'S CROSS-CLAIM</b>
C & G DELIVERY, INC., UNITED SHIPPING	:	
LINES, INC. and AZ CONTAINER FREIGHT	:	
STATION INC.,	:	
	:	
Defendants.	:	
-----X		

Defendant AZ CONTAINER FREIGHT STATION, INC., ("AZ"), by its attorneys Schindel, Farman, Lipsius, Gardner & Rabinovich, LLP, answering cross claim of C&G Delivery, Inc. ("C&G"), upon information and belief, states as follows:

CROSS CLAIM AGAINST UNITED SHIPPING LINES INC. AND  
 AZ CONTAINER FREIGHT STATIONS, INC.

1. Denies each and every allegation contained in paragraph 35 of the cross claim.
2. Denies each and every allegation contained in paragraph 36 of the cross claim.

SECOND CROSS CLAIM AGAINST UNITED SHIPPING LINES INC. AND  
 AZ CONTAINER FREIGHT STATIONS, INC.

3. Denies each and every allegation contained in paragraph 37 of the cross claim.
4. Denies each and every allegation contained in paragraph 38 of the cross claim.

**GENERAL PROVISION**

1. Any and all allegations not specifically admitted herein are denied.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

2. C&G has failed to state a cause of action against AZ.

**SECOND AFFIRMATIVE DEFENSE**

3. The Property that is the subject matter of plaintiff's complaint and C&G's cross claims was accepted by AZ in accordance with, and subject to all the terms and conditions of all applicable contracts of carriage, contracts for storage, forwarding agreements, waybills, warehouse receipts, invoices, bills of lading, any applicable tariffs and classifications, and the rules set forth therein. AZ duly performed the terms and conditions on its part to be performed. AZ claims the benefit of all defenses accorded it by those contracts of carriage, contracts for storage, forwarding agreements, waybills, warehouse receipts, invoices, bills of lading, any applicable tariffs and classifications, and the rules set forth therein and any other applicable contracts under which the Cargo was transported, stored and/or handled.

**THIRD AFFIRMATIVE DEFENSE**

4. The liability of AZ, if any, is limited by the terms and conditions of any applicable contracts of carriage, contracts of storage, forwarding agreements, warehouse receipts, invoices, bills of lading, any applicable tariffs and classifications, and the rules set forth therein, statutes and/or regulation.

**FOURTH AFFIRMATIVE DEFENSE**

5. The claims against AZ is untimely pursuant to the applicable contract(s) and/or tariff(s) and/or statute(s).

**FIFTH AFFIRMATIVE DEFENSE**

6. The loss and/or damage to the Cargo was caused by the intervening acts of plaintiff, C&G, and/or third person(s) which could not be prevented by AZ through the exercise of reasonable care.

**SIXTH AFFIRMATIVE DEFENSE**

7. This Court lacks jurisdiction over the person of AZ.

**SEVENTH AFFIRMATIVE DEFENSE**

8. To the extent that plaintiff and/or C&G seek recovery for special damages, AZ is not responsible.

**EIGHTH AFFIRMATIVE DEFENSE**

9. In the event that the plaintiff had not or has not any title or interest in the property that is the subject of this action, then the plaintiff is not the real party of interest herein and is not entitled to maintain this suit.

**NINTH AFFIRMATIVE DEFENSE**

10. Upon information and belief, plaintiff and/or C&G have failed to mitigate damages.

**TENTH AFFIRMATIVE DEFENSE**

11. The loss at issue was caused by an act or default of the shipper or its agent.

**ELEVENTH THIRD AFFIRMATIVE DEFENSE**

12. Plaintiff and/ or C&G, has failed to properly serve AZ, its agents and/or employees.


**TWELFTH AFFIRMATIVE DEFENSE**

13. AZ hereby reserves all of its rights to amend this answer and/or supplement its Affirmative Defenses in accordance with any additional information developed during the course of discovery.

WHEREFORE, defendant AZ Container Freight Station, Inc. demands judgment dismissing the cross claim together with costs, disbursement and such other and further relief as this Court deems just and proper.

Dated: April 3, 2008  
New York, New York

SCHINDEL, FARMAN, LIPSIUS,  
GARDNER & RABINOVICH, LLP  
Attorneys for Defendants, AZ Container Freight  
Station, Inc.

By:   
\_\_\_\_\_  
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Our File: 4162.0008

TO: David Y. Loh, Esq.  
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AFFIDAVIT OF SERVICE

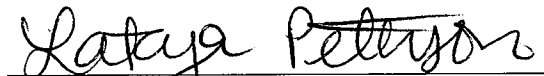
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

I, Latoya Peterson, being duly sworn, states as follows: I am over 18 years of age, not a party to the within action, and reside at 14 Penn Plaza, Suite 500, New York, New York 10122. On April 3, 2008, I served the within **Answer to C&G's Cross-Claim** upon the person(s) or parties designated below by mailing a true and complete copy of same in a postage pre-paid envelope, and depositing same in a post office or official depository of the United States Postal Service within New York State, at the last known address of the addressee(s) as set forth herein.


TO: Alfred J. Will, Esq.  
BADIAK & WILL, LLP  
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David Y. Loh, Esq.  
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120 Broadway, 38th Floor  
New York, NY 10271

  
Latoya Peterson

Sworn to before me this  
3<sup>rd</sup> day of April, 2008

  
Notary Public

LORIENTON N.A. PALMER  
Notary Public, State of New York  
No. 02PA4983745  
Qualified in Nassau County  
Commission Expires July 8, 2011